

Memorandum of Understanding
Between
Pittsfield Public Schools
and
Pittsfield Police Department

This agreement (the “Agreement”) is made by and between the Pittsfield Public Schools (the “District”) and the Pittsfield Police Department (the “Police Department”) (collectively, the “Parties”). The Chief of Police of the Police Department (the “Chief”) and the Superintendent of the District (the “Superintendent”) are each a signatory to this Agreement. The provisions of this Agreement in **bold typeface** are specifically required by law under M.G.L. c. 71, § 37P.

I. Purpose

The purpose of this Agreement is to formalize and clarify the partnership between the District and the Police Department to continue and improve a School Resource Officer (“SRO”) program (the “Program”) at Reid Middle School, Herberg Middle School, Pittsfield High School and Taconic High School (the “School”) in order to promote school safety; help maintain a positive school climate for all students, families, and staff; promote school participation and completion; facilitate appropriate information-sharing; and inform the Parties’ collaborative relationship to best serve the school community.

II. Mission Statement, Goals, and Objectives

The mission of the Program is to support and foster the safe and healthy development of all students in the District [*or at the School*] through strategic use of law enforcement resources and with the understanding that school participation and completion is indispensable to achieving positive outcomes for individual youth and public safety as a whole.

The Parties are guided by the following goals and objectives (the “Goals and Objectives”):

- To foster a safe and supportive school environment that allows all students to learn and flourish;
- To promote the best interests of students, the school system, school safety, and the community at large;
- To promote a strong partnership between and clearly delineate the roles and responsibilities of school and police personnel;

- To ensure that code of conduct violations and routine discipline of students remain the responsibility of school administrators;
- To address most student conduct through classroom and in-school strategies and support and implement practices by both school and police personnel that minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved;
- To ensure equitable treatment through the Program to all students regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, and socioeconomic status;
- To encourage relationship-building by the SRO with students such that students and community members see the SROs as a source of protection as well as facilitators of needed school and community supports;
- To provide requirements and guidance for training of the SRO and school personnel regarding SRO-related topics;
- To outline processes for developing initiatives that involve the SRO, teachers, and school administrators, such as violence prevention and intervention, emergency management planning and drills, and other related programs; and
- To offer additional resources to the school through presentations and programming for students, school staff, parents, and the community which focus on criminal justice issues and prevention, health, and safety topics.

III. Structure and Governance

The Parties acknowledge the importance of establishing clear structures and governance for the Program, including the process for selecting an SRO, supervision of the SRO, integration of the SRO, complaint system processes, and regularly reviewing the SRO and the Program.

The Standard Operating Procedures accompanying this Agreement and described in Section VIII of this Agreement shall be consistent with this Section III and shall address related issues.

A. Process for Selecting SRO

The Parties acknowledge that the selection of the SRO is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO.

In accordance with state law, the Chief shall assign an officer whom the Chief believes would foster an optimal learning environment and educational community that promotes a strong partnership between school and police personnel. Preference shall be given to

officers who demonstrate the requisite personality and character to work in a school environment with children and educators, ability to work successfully with a population that has a similar racial and ethnic background as those prevalent in the student body, have received (will receive) specialized training in child and adolescent cognitive development, de-escalation techniques, as defined in section 1 of chapter 6E, and alternatives to arrest and diversion strategies. The appointment shall not be based solely on seniority. Selected officers must complete any required training within one year of selection and assignment. The performance of a school resource officer shall be reviewed annually by the superintendent and the chief of police.

The Chief shall consider the following additional factors in the selection of the SRO:

- Experience working with children or youth, and ability to work effectively with students within the age range at the assigned school(s);
- Lived experience or demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as such experience with persons who have physical and mental disabilities;
- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed, valued, respected, and acknowledged;
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice;
- Knowledge of school-based legal issues;
- Demonstrated commitment to protecting students' legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability for outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion;
- An understanding of crime prevention problem-solving and community policing in a school setting; and
- Public speaking and teaching skills.

In endeavoring to assign an SRO who is compatible with the school community, the Chief shall consult with the Superintendent, District Emergency Coordinator, School Principal(s), and representative groups of teachers, parents, and students. **In accordance with state law, the Chief shall not assign an SRO based solely on seniority.**

The Chief shall take into account actual or apparent conflicts of interest, including whether an officer is related to a current student at the school to which the officer may be assigned as an SRO. As part of the application process, officers who are candidates for an SRO position shall be required to notify the Chief about any relationships with current students or staff members or

students or staff members who are expected to join the school community (e.g., children who are expected to attend the school in the coming years). Any SRO who is related to a current student, or who has another actual or apparent conflict of interest based on a relationship with a current student or staff member, shall be required to notify their direct supervisor at the earliest opportunity, in the event that a non-emergency issue or incident arises that implicates the actual or apparent conflict of interest. The Police Department shall determine the appropriate course of action, including whether to assign another officer to respond, and will advise the SRO and the District accordingly. Nothing in this paragraph is intended to limit the ability of the SRO to respond to emergency situations in District schools.

B. Supervision of SRO and Chain of Command

The SRO shall be a member of the Police Department and report directly to the Communications, Outreach and Professional Standards (COPS) Bureau Commander. To ensure clear and consistent in-school lines of communication, the SRO shall meet at least monthly with the Principal and the School's Information Liaison (as defined in Section V of this Agreement), if that person is different from the principal. The SRO shall ensure that the Principal remains aware of material interactions and information involving the SRO's work, including, but not limited to, arrests and searches of students' persons and property, consistent with Section V.C.

C. Level and Type of Commitment from Police Department and School District

The salary and benefits of the SRO program are currently covered by the Pittsfield Police Department[1] [2] [3] [4] . This salary structure and agreement will be reevaluated each year, during the City's annual budget process. The costs of the training required by this Agreement and any other training or professional development shall be paid by the Pittsfield Police Department. Additional, specialized training may be offered and provided by the District.

D. Integrating the SRO

The Parties acknowledge that proper integration of the SRO into the school environment, including the educational process, instructional classroom, and staff and school safety meetings, can help build trust, relationships, and strong communication among the SRO, students, and school personnel.

The District shall be responsible for ensuring that the SRO is formally introduced to the school community, including students, parents, and staff. The introduction shall include information about the SRO's role and responsibilities, what situations are appropriate for SRO involvement, and how the SRO and the school community can work together, including how and when the SRO is available for meetings and how and when the school community can submit questions,

comments, and constructive feedback about the SRO's work. The SRO shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.

The SRO shall regularly be invited to, and attend staff meetings, assemblies, and other staff and school convenings as appropriate. The SRO shall be considered and invited to participate in other educational and instructional activities, such as classroom instruction for topics relevant to criminal justice issues. The SRO **shall not** be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

With parental consent and upon the School's recommendation, SROs shall also have the opportunity to attend meetings related to students with mental health, behavioral, or emotional concerns who have an individualized education program under the Individuals with Disabilities Education Improvement Act ("IEP") or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify the parents or guardians of the opportunity to invite the SRO to IEP and 504 Plan meetings in order for the SRO to understand the specific accommodations and approaches for students that are relevant to incidents in which the SRO may be called upon to intervene, as well as to promote consistency in adult interactions with the student. It is the sole discretion of the parents or guardians of students with an IEP or 504 Plan to decide whether the SRO is invited to attend the IEP or 504 Plan meetings. If the SRO is invited but unable to attend a meeting, the District shall make reasonable efforts to inform the SRO of the student's specific accommodations and approaches that are relevant to incidents in which the SRO may be called upon to intervene, provided that the parents or guardians elect for the District to share such information outside of the IEP or 504 Plan meeting. Whenever possible, the school shall make available a staff member who can assist the SRO in understanding such documents.

The Parties shall consider whether and when the SRO shall wear a uniform or utilize another manner of clearly identifying themselves as police officers and shall incorporate rules around uniforms and other identifiers into the Standard Operating Procedures described in Section VIII.

The SRO shall participate in any District and school-based emergency management planning and drills. The SRO shall also participate in the work of the school threat assessment team when such involvement is consistent with the intent of this agreement. The collaborative work set forth in this paragraph shall allow the SRO to have meaningful input based on the SRO's safety planning expertise.

E. Complaint Resolution Process

The Parties shall develop and implement a simple and objective complaint resolution system for students, parents, guardians, teachers, and administrators to register concerns that may arise with

respect to the SRO or the Program. The system shall comply with Police Department policies but shall provide for an independent investigation and a timely written explanation of the investigation and resolution. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year.

The Parties shall develop and implement a parallel system that allows for the SRO and other Police Department officers to register concerns, including misconduct by teachers and administrators that may arise with respect to the Program.

Complaint Resolution Form

F. Annual Review of the SRO and the SRO Program

In accordance with state law, the Chief and the Superintendent shall annually review the performance of the SRO and the success and effectiveness of the Program in meeting the Goals and Objectives. The review shall be conducted at the end of each school year in a meeting between the SRO, the Chief, the Superintendent, District Emergency Coordinator and the Principal(s) or their designee. A copy of the review shall be supplied to each attendee.

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the program's performance and the success and effectiveness of the Program. The review shall include measures that reward the SRO's performance for compliance with the terms of this Agreement and the SRO's contributions to achieving the mission, purpose, goals, and objectives as set forth in Section I and II of this Agreement. The review shall consider trends in student arrests, citations, court referrals, and other use of police force, with the understanding that the goal is to prevent and reduce such incidents where possible. The review shall also assess the extent of the SRO's positive interactions with students, parents, and staff and the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalations accomplished through interventions. If the SRO is engaged with students outside of school as a coach, mentor, or youth leader, these activities shall also be credited in the qualitative assessment of the SRO's performance.

The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and parents of the school(s) to which the SRO is assigned. *[NOTE: A transparent and participatory process for developing metrics and*

conducting the annual review may help to build trust between the Parties, the SRO, and others in the school community. Options to solicit feedback include distributing a survey or asking for representative student and parent volunteers.] The feedback shall include input into the appropriate metrics to be used in the annual review as well as into the review of the SRO's performance and the success and effectiveness of the Program. This input may include a recommendation that the SRO not be assigned to a specific school. The Chief shall seriously consider any such recommendation and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the SRO shall be within the sole discretion of the Chief. If the Superintendent recommends that the SRO not be assigned to a specific school, the Chief shall provide a written explanation of any decision to maintain the SRO's assignment.

IV. Roles and Responsibilities of the SRO and School Administrators and Staff in Student Misbehavior

The Parties agree that the Principals and their designees, and the SRO play important and distinct roles in ensuring school safety, promoting a positive and supportive learning environment for all students, and responding to student misbehavior.

Under state law, the SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Student code of conduct and routine disciplinary violations shall be the responsibility of school administrators. The SRO shall be responsible for investigating and responding to criminal misconduct. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense, are best handled through the school's disciplinary process. The SRO shall read and understand the student code of conduct for both the District and the school.

When student misbehavior occurs, the Principal or their designee shall determine whether the misbehavior involves Criminal Conduct for SRO Involvement to determine whether the involvement of the SRO is required. If not required, the Principal or their designee shall determine the appropriate interventions and consequences to be used without involving law enforcement. The Principal and their designee shall prioritize school- or community-based accountability programs, such as referral to peer mediation, restorative justice, mental health resources, and other services, whenever possible.

Nothing in this section shall prevent the SRO from responding to an emergency situation as defined in Section V.D of this Agreement without prior consultation with the Principal or their designee. If the SRO observes conduct involving a student that does not qualify as an emergency situation, the SRO shall make every reasonable effort to consult with the Principal or their designee prior to intervening in the conduct. If consultation with the Principal or their designee is not practicable, the SRO may act to diffuse an immediate situation and as soon as practicable thereafter shall consult with the Principal or their designee so that the Principal or their designee can determine whether the further involvement of the SRO is required.

When the SRO or other Police Department employees have assumed responsibility in a criminal investigation, the SRO and any other relevant Police Department employees are the decision-makers concerning that investigation, and school personnel shall not intervene with a criminal investigation once it has been initiated. To protect their roles as trusted educators, teachers, the Principal, and other school personnel shall only assist in a criminal investigation as witnesses, where appropriate, and shall not act as agents for law enforcement. Nothing in this paragraph shall preclude the Principal or their designee from undertaking parallel measures that do not interfere with a criminal investigation.

It shall be the responsibility of the District to make teachers and other school staff aware of the distinct roles of school administration and SROs in addressing student misbehavior, consistent with this Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section VIII of this Agreement.

A student shall only be arrested on school property or at a school-related event as a last resort, in circumstances in which the student poses a real and immediate threat to safety, or when a judicial warrant specifically directs an arrest of the student at such a location. The Principal or their designee shall be consulted prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable. In the event of an investigation by the SRO that leads to custodial questioning of a juvenile student, the SRO shall notify the student's parent or guardian in advance and offer them the opportunity to be present during the interview.

In accordance with state law, the SRO shall not take enforcement action against students for Disturbing a School Assembly (G.L. c. 272, § 40) or for Disorderly Conduct or Disturbing the Peace (G.L. c. 272, § 53) within school buildings, on school grounds, or in the course of school-related events.

The Standard Operating Procedures accompanying this Agreement and described in Section VIII of this Agreement shall be consistent with this Section IV and address related issues.

V. Information Sharing Between SROs, School Staff, and Other Stakeholders

The Parties acknowledge the benefit that appropriate information sharing can offer for improving the health and safety of students but also the importance of limits on the sharing of student information by school personnel and the use of such information received by the SRO. The Parties also acknowledge that there is a distinction between student information used for law enforcement purposes and student information used to support students and connect students with necessary mental health, community-based, and related services. The Parties recognize the importance of a student information reporting structure that ensures clear and consistent lines of communication.

The Standard Operating Procedures accompanying this Agreement and described in Section VIII of this Agreement shall be consistent with this Section V and address related issues.

A. Information Liaisons

In order to facilitate prompt and clear communications, the Parties shall each identify individuals who shall serve as the points of contact in individual schools, for the District, and for the Police Department for sharing student information in accordance with this Agreement (“Information Liaisons”).

For the District, the Information Liaisons shall be the following individuals (individually, the “School’s Information Liaison” and collectively, the “School’s Information Liaisons”):

- Superintendent of School
- Deputy Superintendent of Schools
- District Emergency Coordinator
- School Principal
- School Vice Principal and Dean of Students

For the Police Department, the Information Liaisons shall be the following individuals (individually, the “Police Department’s Information Liaison” and collectively, the “Police Department’s Information Liaisons”):

- Chief of Police
- Operations Support Division Commander
- Communications, Outreach and Professional Standards
Commander
- School Resource Officers

The aforementioned Police Department's Designated Liaisons are considered a part of the District's "Law Enforcement Unit" as defined in the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g).

B. Information Sharing by School's Information Liaisons

1. For Law Enforcement Purposes

At all times, school officials must comply with FERPA. This federal statute permits disclosures of personally identifiable information about students contained in educational records ("Student PII"), without consent, only under specific circumstances.

The School's Information Liaisons shall timely share information with the appropriate Police Department's Information Liaisons for law enforcement purposes when the information is directly related to Criminal Conduct for SRO Involvement (as defined in Section IV of this Agreement) and when the sharing of such information is legally permissible. Such information may include personally identifiable information about students contained in educational records ("Student PII"). The School's Information Liaisons shall not otherwise share Student PII for purposes of law enforcement action against a student.

Notwithstanding the foregoing, if student information is obtained solely during a communication with a member of the school staff deemed privileged or confidential due to the staff member's professional licensure, such communication shall only be disclosed if consent is obtained or the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered as part of a "Verbal Screening Tool for Substance Abuse Disorders," such information shall only be disclosed pursuant to the requirements of G.L. c. 71, § 97.

The Parties acknowledge that there may be circumstances where parents consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under those circumstances does not violate this Agreement.

School department personnel and school resource officers, as defined in section 37P, shall not disclose to a law enforcement officer or agency, including local, municipal, regional, county, state and federal law enforcement, through an official report or unofficial channels, including, but not limited to, text, phone, email, database and in-person communication, or submit to the department of state police's Commonwealth Fusion Center, the Boston Regional Intelligence Center or any other database or system designed to track gang affiliation or involvement, any

information relating to a student or a student's family member from its databases and other recordkeeping systems including: (i) immigration status; (ii) citizenship; (iii) neighborhood of residence; (iv) religion; (v) national origin; (vi) ethnicity; or (vii) suspected, alleged, or confirmed gang affiliation, unless it is germane to a specific unlawful incident or to a specific prospect of unlawful activity the school is otherwise required to report.

Nothing in this paragraph shall prohibit the sharing of information: (i) for the purposes of completing a report pursuant to section 51A of chapter 119; (ii) upon the specific, informed written consent of the eligible student, parent or guardian; (iii) to comply with a court order or lawfully issued subpoena; (iv) in connection with a health or safety emergency pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or (v) for the purposes of filing a weapon report with the local chief of police pursuant to this section.

2. For Non-Law Enforcement Purposes

The School's Information Liaisons shall not share student information with the Police Department's Information Liaisons to be used against such student for law enforcement purposes that fall outside the law enforcement role set forth in Section IV of this Agreement.

Based on their integration as part of the school community, SROs may periodically require access to student information for purposes that fall outside of the SRO's law enforcement role outlined in Section IV of this Agreement.

- Consistent with 34 C.F.R. §99.31(a)(1)(i) and (ii) of FERPA, the principal or their designee may designate the SRO as a "school official," in which case the SRO may access Student personally identifiable information ("Student PII") if the SRO has a "legitimate educational interest" in the Student PII.
- Consistent with 34 C.F.R. §§99.31(10) and 99.36 of FERPA, the SRO or Police Department's Information Liaisons may gain access to Student PII "in connection with an emergency if knowledge of the Student PII is necessary to protect the health or safety of the student or other individuals."

Student PII received by the SRO or Police Department's Information Liaisons that is not related to Criminal Conduct for SRO Involvement shall not be used to take law enforcement action against a student, but may be used to connect a student or family with services or other supports. Whenever possible, the School Information Liaison shall notify the student whose information will be shared prior to the sharing of information.

Nothing in this section or this Agreement shall prevent the School's Information Liaisons from reporting possible criminal conduct by a person who is not a student, provided that the information is shared consistent with Section V.E of this Agreement.

C. Information Sharing by Police Department's Information Liaisons

Subject to applicable statutes and regulations governing confidentiality, the Police Department's Information Liaisons shall inform the appropriate School's Information Liaison of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, or a student's voluntary participation in any diversion or restorative justice program. The Police Department's Information Liaison shall also inform the appropriate School's Information Liaison of any other occurrence involving a student, if:

- The activity involves criminal conduct.
- The making of such a report would facilitate supportive intervention by school personnel on behalf of the student (e.g., because of the Police Department's involvement with a student's family, the student may need or benefit from supportive services in school the next day); or
- The activity involves actual or possible truancy.

If the SRO observes student misbehavior on school grounds that is not Criminal Conduct for SRO Involvement but determines that the Principal or their designee should be made aware of the conduct, the SRO may convey this information to the Principal or their designee.

The Police Department's Information Liaisons shall not share information with the School's Information Liaisons outside of the information-sharing permitted by this Section V.C and in emergency situations as described in Section IV of this Agreement.

Because the Principal or their designee alone has control of the school building at any given time, the Police Department's Designated Liaisons, or any other Police Department employee, shall report to the main office upon entering a school, except during the response to an in-progress emergency. The Parties agree that a Principal's foreknowledge of police presence in the building can do much to facilitate their operation and still prevent escalation of any existing situation requiring police response.

D. Information Sharing by Teachers and Other School Personnel

A teacher or other school employee who has information directly related to the SRO's law enforcement role as set forth in Section IV of this Agreement shall promptly report the information and names of any involved persons to the appropriate School's Information Liaison. The teacher or other school employee shall also notify the School's Information Liaison of the

existence of any physical evidence and take reasonable steps to maintain any pertinent physical evidence in a secure place.

The Parties acknowledge that, from time to time, an emergency situation may arise that poses a real and immediate threat to human safety or to property with the risk of substantial damage.

A teacher or other school employee having knowledge of any emergency situation shall immediately notify or cause to be notified both the Police Department (or the SRO if appropriate to facilitate a response) and the Principal or their designee. This requirement is in addition to any procedures outlined in the school's student handbook, administrative manual, and/or School Committee policy manual.

E. Confidentiality

The Parties agree to comply with state and federal laws and regulations regarding confidentiality, including FERPA, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and state student record regulations at 603 C.M.R. 23.00. The Parties agree to collect that student information which is necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to share such information beyond the sharing contemplated in this Agreement unless such information is required to be shared by state or federal law. For example, the Parties shall not collect information on a student's immigration status except as required by law, shall only share such information with each other as necessary under the terms of this Agreement, and shall not share such information beyond the sharing contemplated in this Agreement except as required by law.

VI. Data Collection and Reporting

In accordance with state law, the SRO and school administrators shall work together to ensure the proper collection and reporting of data on school-based arrests, citations, and court referrals of students, consistent with regulations promulgated by the Department of Elementary and Secondary Education.

VII. SRO Training

In accordance with state law, the SRO shall undergo continuing professional development in:

- (1) child and adolescent development,**
- (2) conflict resolution, and**

(3) diversion strategies.

Additional areas for continuing professional development may include, but are not limited to, the following:

- Restorative practices
- Implicit bias
- Disproportionality in school-based arrests and exclusions based on race and disability
- Cultural competency, including areas related to identity, religious practices, and clothing preference
- Mental health protocols
- De-escalation skills
- Trauma-informed care
- Positive behavior interventions and supports
- Physiology of addiction
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School specific topics such as bullying prevention, cyber safety, emergency management and crisis response, threat assessment, and social-emotional models or frameworks used in the school

The SRO shall also receive certified basic SRO training on how to mentor and counsel students, work collaboratively with administrators and staff, adhere to ethical standards around interactions with students and others, manage time in a school environment, and comply with juvenile justice and privacy laws.

The SRO shall attend a minimum of 40 hours of training per year.

Where practicable, the District shall also require or encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

VIII. Accompanying Standard Operating Procedures

This Agreement shall be accompanied by Standing Operating Procedures that shall be consistent with this Agreement and shall include, at a minimum, provisions detailing:

- **The SRO uniform;**
- **Duty hours and scheduling for the SRO;**
- **Use of police force, arrest, citation, and court referral on school property;**
- **A statement and description of students' legal rights, including the process for searching and questioning students and when parents and administrators must be notified and present;**
- **The chain of command, including delineating to whom the SRO reports, how often the SRO meets with the principal or their designee, and how school administrators and the SRO work together, as well as what procedure will be followed when there is a disagreement between the administrator and the SRO;**
- **Protocols for SROs when school administrators, teachers, or other school personnel call upon them to intervene in situations beyond the role prescribed for them in Section IV of this Agreement;**
- **Program evaluation standards, which shall incorporate monitoring compliance with this agreement and use of arrest, citation, and police force in school;**
- **Protocols for diverting and referring at-risk students to school- and community-based supports and providers; and**
- **Clear guidelines on confidentiality and information sharing between the SRO, school staff, and parents or guardians.**

Standard Operating Procedures PPD

IX. Effective Date, Duration, and Modification of Agreement

This Agreement shall be effective as of the date of signing.

The signing of this agreement by the Superintendent of Schools indicates a formal request that the Police Department assign Agency SROs to secondary schools within the District.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification of such rescission to the other Party.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this Agreement with the SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant.

Joseph C. Conte

Name:

Superintendent of Schools

Date: 8/16/2021, 2021

Michael J. Mynan

Name:

Chief of Police

Date: 8/13/2021, 2021